BILL NO. S-81-10-07

SPECIAL ORDINANCE NO. S- 226-8/

AN ORDINANCE approving and ratifying

contracts for the construction of the

of its Botanical Gardens and the successful bidders are

Hagerman Construction Corp. for the amount of \$3,673,000.00,

Moorehead Electric Company for the amount of \$261,300.00, and

Commissioners, is desirous of approving contracts for the con-

the City, through its Board of Park Commissioners, and Hagerman

Electric Company in the amount of \$261,300.00; and DVT. Inc. in

the amount of \$771,606.00; are and in all respects hereby ratified SECTION 2. That said contracts and the payments

Construction Corp. in the amount of \$3,673,000.00; Moorehead

required under same are subject to all appropriate budgetary

and effect from and after its passage and approval by the Mayor.

struction of the Botanical Conservatory by and between the

City and said successful bidders referred to herein.

WHEREAS, the City, through its Board of Park

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL

SECTION 1. That the annexed contracts by and between

SECTION 3. That this Ordinance shall be in full force

Vivian H. Almist

WHEREAS, the City has let bids for the construction

Botanical Conservatory.

DVT, Inc. for the amount of \$771,606.00; and

OF THE CITY OF FORT WAYNE, INDIANA:

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procedures.

APPROVED AS TO FORM AND LEGALITY OCTOBER 9, 1981.

BOXBERGER, CITY ATTORNEY

| Read the firs seconded by by title and referr Plan Commission for due legal notice, a Indiana, on | 7/3-81 | the 19, | charles W. W. | o'clock O'ESTERMAN | day of M.,E.S.T. |
|---|-------------------------|------------|--------------------------------------|--------------------------|------------------|
| Read the thir seconded by passage. PASSED | d time in f LOST) by | full and o | n motion by, and duly adoowing vote: | lopted, pla | ced on its |
| | AYES | NAYS | ABSTAINED | ABSENT | TO-WIT: |
| TOTAL VOTES | 7 | | · | | |
| BURNS | | | | | |
| EISBART | ~ | | | | |
| GiaQUINTA | ~ | | | | |
| NUCKOLS | $\overline{}$ | | | | |
| SCHMIDT, D. | \sim | | | | |
| SCHMIDT, V. | | | | | |
| SCHOMBURG | | | | | |
| STIER | V. | | | | |
| TALARICO | | | | | |
| DATE: // | 0-27-81 | _ | Charles W. W. | W. Uteste ESTERMAN - | rman |
| Passed and add | opted by th | e Common (| Council of the | e City of | Fort Wayne, |
| Indiana, as (ZONING | MAP) (GE | NERAL) | (ANNEXATION) | (SPECIAL | • |
| (APPROPRIATION) ORD | | | | 226-8 | / |
| on the 27x | L day of | _Oz | tolew | , 198/ | |
| Charles W. Wite | lerman. | ST: | (SEAL) | Suckol | _ ! |
| CHARLES W. WESTERMAN | 1 - CITY CL | ERK | PRESTDING OF | | |
| Presented by r | | | | | |
| the 28th | day of | Detrola | 0, 198/ | , at the | hour of |
| //:300'clock | | | 1 | | |
| | | | Charles W. WE |). Utester ESTERMAN - | |
| Approved and s | signed by me | e this | | | day of Oct. |
| 19 8 , at the hour | | | _ | | |
| | | | | 1 | |
| | | | WINFIELD C. M | IOŠES, JR. | |

BILL NO. S-81-10-07 REPORT OF THE COMMITTEE ON FINANCE . WE, YOUR COMMITTEE ON Finance TO WHOM WAS REFERRED AN ORDINANCE approving and ratifying contracts for the construction of the Botanical Conservatory HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG_LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE VIVIAN G. SCHMIDT, CHAIRMAN JAMES S. STIER, VICE CHAIRMAN MARK E. GiaOUINTA PAUL M. BURNS ROY J. SCHOMBURG

DATE CHARLES W. WEGILNIAN, CITY CLERK

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

1977 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

Use only with the 1976 Edition of AIA Document A201, General Conditions of the Contract for Construction. This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the twenty fourth day of September Hundred and Eightv One.

in the year of Nineteen

BETWEEN the Owner:

FORT WAYNE BOARD OF PARK COMMISSIONERS

705 East State Boulevard Fort Wayne, Indiana 46805

and the Contractor:

DVT INCORPORATED

5425 Industrial Road

Fort Wayne, Indiana 46825

The Project:

PLANT CONSERVATORY Fort Wayne, Indiana

The Architect:

ARCHONICS

4009 East State Boulevard Fort Wayne, Indiana 46815

The Owner and the Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, © 1977 by the American Institute of Architect®, 1735 New York Avenue, N.W., Washington, O. C. 20006. Reproduction of the material herein or substantial quotation of its provision without permission of the Alt violates the copyright laws of the United States and will be subject to legal prosecution.

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Mechanical Work
(Here Insert the caption descriptive of the Work as used on other Contract Documents.)

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced at once

and, subject to authorized adjustments, Substantial Completion shall be achieved not later than March 30, 1983.

Where insert any special provisions for liquidated damages relating to failure to complete on time)

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

Seven hundred seventy one thousand six hundred six and no/100 (\$771,606.00)

The Contract Sum is determined as follows:

(State here the base bid or other lump sum amount, accepted alternates, and unit prices, as applicable.)

| Base Bid | | | | | \$784,000 |
|----------|-----|-----|-------------|---|-----------|
| Revision | | | | - | 6,105 |
| Revision | 2M | | | - | 3,203 |
| Revision | ЗМ | | | - | 2,800 |
| Revision | 4 M | | | - | 2,700 |
| Revision | 5M | | | + | 2,414 |
| | | | | | |
| | | TOT | 'AL CONTRAC | Т | \$771,606 |

101

Unit Prices

(See Attached Article 4 - Cont'd.)

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contract or sprovided in the Contract Downnests for the period ending the

Not later than

days following the end of the period covered by the Application for Payment %) of the portion of the Contract Sum properly allocable to labor, materials and

equipment incorporated in the Work and equipment incorporated in the Work and percent (%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and percent (%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner: and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payment.

percent (%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

See SUPPLEMENTARY CONDITIONS, Article 9. Payments and Completion.

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project. (there inset an exite of interes asserted upon.)

Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.]

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 7

MISCELLANEOUS PROVISIONS

- 7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows that the Contract (General, Supplementary, and other Conditions), the Drawings, the Specification and any Addenda and accepted distenses, thowing page or these numbers in all cases and dates where applicable.
- AIA Document A101 Standard Form of Agreement Between Owner and Contractor - 1977 Edition
- AIA Document A201 General Conditions of the Contract for Construction - 1976 Edition
- 3. Construction Documents including the following:

Drawings A0.1 through E4.12, dated June 25, 1981

Specifications, including:

Notice to Bidders

· Bid Form

Instructions to Bidders, AIA Document A701 - 1978 Edition Performance Bond. AIA Document A311 - 1970 Edition

Supplementary Conditions

Divisions 1 through 16

Addendum No. 1, dated July 17, 1981

Addendum No. 2, dated July 28, 1981

Addendum No. 3, dated July 28, 1981

Addendum No. 4, dated July 30, 1981 Addendum No. 5, dated July 31, 1981

4. Revisions 1M through 5M - see attached Article 7 - Cont'd.

This Agreement entered into as of the day and year first written above.

OWNER

CONTRACTOR

FORT WAYNE BOARD OF PARK COMMISSIONERS

DVT_INCORPORATED

Vice President

ARTICLE 4 - CONTRACT SUM (Cont'd.)

Unit Prices:

| Modify Depth of Manhole, per vert. ft. | + | \$220 |
|--|---|-------|
| Modify Depth of Catch Basin, per vert. ft. | + | \$220 |
| Storm Sewer - 8" diameter, per lin. ft. | + | \$ 10 |
| - 10" diameter, per lin. ft. | + | \$ 12 |
| - 15" diameter, per lin. ft. | + | \$ 18 |

ARTICLE 7 - MISCELLANEOUS PROVISIONS (Cont'd.)

Revision 1M (-\$6,105)

Sheets P1.2, P1.3, and P1.4:

Install Advanced Drainage Systems corrugated plastic drainage tubing and fittings in lieu of the PVC-DS, ASTM D-2729 with solvent cement joints specified for subsurface drainage within the three display houses. All subsurface drain lines running east-west within the three display houses shall be omitted except for the connecting line at the north and south ends of each house, and the line running below the two rockbeds.

Revision 2M (-\$3,203)

Specification Section 15E2 - Plumbing Piping Insulation:

Install 1/2" thick elastomeric foam insulation on all destic water and roof drains in lieu of the glass fiber or the sellular glass insulation specified.

Install 3/4" thick urethane or 1/2" thick elastomeric f $\,$ m on under slab heating in lieu of the thermal cellular glass insulation specified.

Revision 3M (-\$2,800)

Specification Section 15F1 - Chimney, Boiler:

Install Van Packer in lieu of the Metalbestos specified except at the breeching. The breeching is to remain Metalbestos as specified.

Revision 4M (-\$2,700)

Specification Section 15F1 - Underground Duct:

Install fiberglass pipe in lieu of the concrete culvert pipe specified in all three display houses.

Revision 5M (+\$2,414)

Sheets P1.1 and P1.3:

Supply and install one hub drain with a running trap in the Mechanical Room in each of the four rockbed compartment floors. (Total of 4 drains)

7.3 The Owner retains the right to accept any of the alternates bid or revisions listed herein at any time from commencement of the work until substantial completion of the work, or until such time that the change or alternate would impede the progress of the work. It is the responsibility of the Contractor to notify the Architect at least 30 days before said time.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a STIPULATED SUM

1977 EDITION

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AGREEMENT

made as of the twenty fourth day of September Hundred and Eighty One

in the year of Nineteen

BETWEEN the Owner:

FORT WAYNE BOARD OF PARK COMMISSIONERS

705 East State Boulevard Fort Wayne, Indiana 46805

and the Contractor:

MOOREHEAD ELECTRIC COMPANY, INC.

5020 Nob Road

Fort Wayne, Indiana 46825

The Project:

PLANT CONSERVATORY Fort Wayne, Indiana

The Architect:

ARCHONICS

4009 East State Boulevard Fort Wayne, Indiana 46815

The Owner and the Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, © 1977 by the American Institute of Architects, 1735 New York Avenue, N.W., Washington, D. C. 20006. Reproduction of the material herein or substantial quotation of its provisions without permission of the Alt Violates the copyright laws of the United States and will be subject to legal prosecution.

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2 THE WORK

The Contractor shall perform all the Work required by the Contract Documents for (Here insert the caption descriptive of the Work as used on other Contract Documents.)

Electrical Construction Work

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced at once

and, subject to authorized adjustments, Substantial Completion shall be achieved not later than March 30, 1983.

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

Two hundred sixty one thousand three hundred and no/100 (\$261,300)

The Contract Sum is determined as follows:
(State here the base bid or other lump sum amount, accepted alternates, and unit prices, as applicable.)

incomplete Work and unsettled claims as provided in the Contract Documents.

| Base Bid Revision Revision | | Ξ | \$276,000 4,600 10,100 |
|----------------------------------|--|---|------------------------------|
| | | | \$261 300 |

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contract as provided in the Contract Documents for the period ending the

Not later than days following the end of the period covered by the Application for Payment percent (%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and

Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payment and by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to percent (%) of the Contract Sum, less such amounts as the Architect shall determine for all

(If not covered elsewhere in the Contract Documents, here Insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

See SUPPLEMENTARY CONDITIONS, Article 9, Payments and Completion.

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project. (these inent are fool interest sared upon.)

Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written duclosures or waivers.)

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 7

MISCELLANEOUS PROVISIONS

- 7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows: (List below the Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and any Addenda and accepted alternates, showing page or sheet numbers in all cases and dates where applicable.)
- AIA Document A101 Standard From of Agreement Between Owner and Contractor - 1977 Edition.
- 2. AIA Document A201 - General Conditions of the Contract for Construction - 1976 Edition.
- 3. Construction Documents including the following:

Drawings A0.1 through E4.12, dated June 25, 1981

Specifications, including:

Notice to Bidders Bid Form

Instructions to Bidders, AIA Document A701 - 1978 Edition Performance Bond, AIA Document A311, 1970 Edition

Supplementary Conditions Divisions 1 through 16

Addendum No. 1, dated July 17, 1981 Addenda Nos. 2 and 3, dated July 28, 1981

Addendum No. 4, dated July 30, 1981 Addendum No. 5, dated July 31, 1982

4. Revisions 1E and 2E - see attached Article 7 - Cont'd.

This Agreement entered into as of the day and year first written above.

| FORT WAYNE BOARD OF | CONTRACTOR |
|---|-------------------------------------|
| PARK COMMISSIONERS | MOOREHEAD ELECTRIC COMPANY, INC. |
| | |
| BY C. Chiein Andarger | BY Phielip Boyd |
| Vice President | U Pres. 9/23/81 |
| ALA DOCUMENT A101 . OWNER CONTRACTOR ACREMENT . | FLEVENTH EDITION + JUNE 1977 + AIA® |

ARTICLE 7 - MISCELLANEOUS PROVISIONS (Cont'd.)

Revision 1E - (-\$4,600)

Sheet E1.1:

1000

Omit eleven (11) Type "AA" light fixtures on east exterior face of the three display houses and related wiring.

Revision 2E - (-\$10,100)

Sheet E4.1:

Substitute the following fixtures for those originally specified:

Fixture A

Keystone 2JST440-EXA-FF4

Fixture B

Keystone 2JST240-EXA-FF4

Fixture C

Keystone UJST240-EXA-FF4

Fixture D

Keystone KP240-FF4

Fixture T

Keystone KP240-8-FF4 with HC-4 Chainsets

Fixture U

Keystone JST240-EXA-FF4

Fixture Y

Prescolite HD/OWO9Z-HPQ/NPQ

Provide 11 gauge steel poles for Type "BB" fixtures in lieu of 9 gauge originally specified.

7.3 The Owner retains the right to accept any of the alternates bid or revisions listed herein at any time from commencement of the work until substantial completion of the work, or until such time that the change or alternate would impede the progress of the work. It is the responsibility of the Contractor to notify the Architect at least 30 days before said time.

THE AMERICAN INSTITUTE OF ARCHITECTS



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AGREEMENT

made as of the twenty fourth day of September in the year of Nineteen Hundred and Eighty One.

BETWEEN the Owner: FORT WAYNE BOARD OF PARK COMMISSIONERS

705 East State Boulevard

Fort Wayne, Indiana 46805

and the Contractor: HAGERMAN CONSTRUCTION CORPORATION

510 West Washington Boulevard

Fort Wayne, Indiana 46802

The Project: PLANT_CONSERVATORY

Fort Wayne, Indiana

The Architect: ARCHONICS

4009 East State Boulevard

Fort Wayne, Indiana 46815

The Owner and the Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, © 1977 by the American Institute of Architects, 1735 New York Avenue, N.W., Washington, D. C. 20006. Reproduction of the material herein or substantial quotation of its provisions without permission of the AIA violates the copyright laws of the United States and will be subject to legior-prosecution.

THE CONTRACT DOCUMENTS

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ARTICLE 2

The Contractor shall perform all the Work required by the Contract Documents for General Construction. (Here insert the caption descriptive of the Work as used on other Contract Documents.)

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced at once

and, subject to authorized adjustments, Substantial Completion shall be achieved not later than March 30, 1983.

(Here insert any special provisions for Inquidated damages relating to failure to complete on time.)

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of Three million six hundred seventy three thousand and 00/100 (\$3,673,000.00)

The Contract Sum is determined as follows:

(State here the base bid or other lump sum amount, accepted alternates, and unit prices, as applicable.)

| Base Bid | | \$3,982,000 |
|---|---|-------------|
| Alternate G-1 | _ | 51,000 |
| Alternate G-2 | - | 6,700 |
| Alternate G-7 | + | 1,600 |
| Alternate G-8 | + | 840 |
| Alternate G-9 | + | 11,230 |
| Alternate G-11 | + | 9,300 |
| Revisions 1G through 11G | _ | 274,270 |
| (See Attached Article 4 - Cont'.d) TOTAL CONTRACT | | |
| Unit Prices | | \$3,673,000 |
| (See Attached Article 4 - Cont'd.) | | |

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor so rouded in the Contract Documents for the period ending the

Not later than days following the end of the period covered by the Application for Payment percent (%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and percent (%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location graded upon

in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner, and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to percent (%) of the Contract Sum, less such amounts as the Architect shall determine for all

incomplete Work and unsettled claims as provided in the Contract Documents.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

See SUPPLEMENTARY CONDITIONS, Article 9, Payments and Completion.

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project. (Were inert any ties of interest speed upon.)

Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elewhere may affect the vilidity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or walvers.)

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 7

MISCELLANEOUS PROVISIONS

- 7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows: Usis below the Agreement, he Conditional by Contract Good Symptometric Contract Contract
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Specifications, including:

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Divisions 1 through 16

Addendum No. 1, dated July 17, 1981

Addendum No. 2, dated July 28, 1981

Addendum No. 3, dated July 28, 1981 Addendum No. 4, dated July 30, 1981

Addendum No. 5, dated July 31, 1981

- 4. Alternates G-1, G-2, G-7, G-8, G-9, and G-11
- 5. Revisions 1G through 11G see attached Article 7 Cont'd.

This Agreement entered into as of the day and year first written above.

OWNER

CONTRACTOR

FORT WAYNE BOARD OF

PARK COMMISSIONERS

HAGERMAN CONSTRUCTION CORPORATION

Ask

Aguman

Vice President

ARTICLE 4 - CONTRACT SUM (Cont'd.)

| Revision | 1G | - | \$ | 11,050 |
|----------|-----|---|----|---------|
| Revision | 2G | - | | 2,400 |
| Revision | 3G | - | | 2,600 |
| Revision | 4G | _ | | 49,800 |
| Revision | 5G | _ | | 7,900 |
| Revision | 6G | - | | 8,400 |
| Revision | 7G | - | | 10,600 |
| Revision | 8G | _ | | 84,100 |
| Revision | 9G | _ | | 5,000 |
| Revision | 10G | _ | | 92,420 |
| Revision | 11G | | No | change |
| | | | | |
| | | _ | \$ | 274,270 |

Unit Prices:

| Asphalt Paving, per sq. yd. | + \$12.00 - 8.00 |
|--|---------------------|
| Alley Surface Removal, per sq. yd. | + \$ 3.50 - 2.00 |
| Foundation Wall Removal, per lin. ft. | + \$ 6.00 1.00 |
| Excavation, per cu. yd. | + \$ 4.50 - 1.00 |
| Backfill, per cu. yd. | + \$13.00 - 2.00 |
| Grading, per sq. yd. | + \$ 2.50 20 |
| Topsoil, per cu. yd. | + \$80.00 - 8.00 |
| Seeding, per sq. yd. | + \$.60 30 |
| Sod, per sq. yd. | + \$ 3.00 - 1.50 |
| Concrete Pumped into Sewer, per lin. ft. | + \$ 6.00 |

ARTICLE 7 - MISCELLANEOUS PROVISIONS (Cont'd.)

Revision 1G (-\$11,050)

Specification Section 3B-8 - Abrasive Blasted Finishes:

The depth of the sandblast finish shall be revised to be approximately one half the depth of the original sandblast sample in the Architect's office.

Revision 2G (-\$2,400)

Specification Section 12A - Benches and Trash Receptacles:

Shall be revised to read as follows:

Exterior Plaza Benches are to be fabricated to match Landscape Forms' Lacuna, Model No. 314-PS2072, 20" d. x 72" w. x 17" h., Purpleheart Wood.

Garden Area Benches are to be fabricated to match Landscape Forms' Timberline, Model No. 313-PS2572, 25" d. x 72" w. x 17" h., Purpleheart Wood.

Showcase and Tropical Benches are to be fabricated to match Landscape Forms' Lacuna, Model No. 314-T2072, 20° d. x 72" w. x 17" h., Purpleheart Wood.

See attached Drawing SK-4.

Revision 3G (-\$2,600)

Specification Section 2V-3 - Tree Grates and Sheets L3.1 and L4.1:

The five tree grates indicated on Sheet L3.1 are to be omitted. On Sheet L4.1, Detail 1, the 3" wide by 12" high concrete curb is to be installed as detailed without the notch for the tree grate frame.

Revision 4G (-\$49,800)

Specification Section 2V-4 - Soil Requirements for Showcase House:

Revise to read as follows:

Soil Profile: See attached Sheet L2.1, dated September 9, 1981 for depths of topsoil. pH 6.5 is required. 24" of #3 bank run gravel clay subsoil (existing engineered fill on site)

Revision 4G (-\$49,800) (Cont'd.)

Soil Structure: 1 part friable loam

1 part clean sand

1 part spaghnum peat moss

Adjust to pH 6.5 with addition of limestone

The loam sand and the peat as presented to the Park Department Representatives and the Architect, and obtained from Felger & Son Peat Moss is acceptable.

Soil Specifications:

The nutrient levels of the topsoil mix should fall between the minimum and maximum value of the optimum range.

| Nutrient Level | Optimum Range |
|-----------------------------|-------------------|
| Soluable Salts | Less than 400 ppm |
| Nitrate (NO ₃) | 50-100 ppm |
| Phosphorus (P) | 5-10 ppm |
| Potassium (K) | 80-120 ppm |
| Ammonium (NH ₄) | Less than 15 ppm |

The topsoil mix shall be tested for the presence of herbicide residues. If residues are detected, they will be of such an amount as to not prevent the growth of seeds.

Changeable Planted Area:

Soil Profile: 2' of coarse clean sand 24" of #3 bank run gravel

clay subsoil (existing engineered fill on site)

The soil requirements for Tropical and Arid Houses are to be as originally specified.

Soil Depth: Tropical House - see attached Sheet L2.2, revised September 9, 1981.

Arid House - Minimum soil depth of 2'.

Over the rockbeds, a 1' layer of stoney soil or gravel shall be added as a base to improve drainage.

Soil pH - as originally specified.

Soil Sterilization - The soil mix shall be sterilized in-place to a minimum depth of l'-0" to be free of harmful organisms and soil borne diseases.

Revision 5G (-\$7,900)

Specification Section 14B-1 - Hydraulic Elevator:

Elevator Performance: The following requirements are to be revised as follows:

Travel: Basement to First - 12'-4"

Car Enclosure: $8'\mbox{-0"}$ high with openings at each end with vertical lift car gates

Hoistway Doors: 8'-0" x 8'-0" bi-parting entrances at all levels

Additional Features: Omit tailboard inching

Toe Guards: Manufacturer's standard

Bi-parting Counterbalanced Hoistway Doors:

No. of Doors Type of Doors Operation Frame Opening Dimensions

3 Bi-parting Power 8'-0" x 8'-0"

Doors: Manufacturer's standard 14 gauge steel panel doors

Also, the elevator pit depth and hoistway height shall be revised in accordance with Sheet A3.2 revised September 9, 1981.

Revision 6G (-\$8.400)

Sheet A2.5:

The 10" precast vertical panels located on the north exterior face of each of the three houses are to be omitted. They are to be replaced by a 10" poured-in-place concrete wall of the exact same dimensions and profiles as the original precast. Reinforcing steel is to be #4's at 12" o.c. both ways on both faces.

Provide a vertical rustication joint as detailed on (8.6) at each buttress center line as shown on

Revision 7G (-\$10,600)

Sheets A3.2, A3.3, and A3.4 revised September 9, 1981:

The footings shall be raised to the depths indicated.

Revision 8G (-\$84,100)

Specification Section 13B - Curtain System:

The Curtain System manufacturer shall be:

Roll-Out Systems, Inc. 5324 Broadway Lancaster, New York 14086

in lieu of "Simtrac" as originally specified. The specification shall be revised to read as follows:

SECTION 13B - CURTAIN SYSTEM

SCOPE:

This description covers all materials, labor, equipment, supervision, instruction, construction, and electrical work required to execute the work called for to provide and install the heat retention desired.

CONTENT:

The system shall consist of nine elements:

- 1. Cover
- 2. Suspension
- 3. Drive Unit
- 4. Controls
- 5. Intermediate Seals
- 6. Ridge Line Seals
- 7. Perimeter Seals
- 8. Installation of system including covers and seals
- 9. Electrical requirements necessary to operate system

PURPOSE:

A heat retention thermal blanket system is intended to be used during the night and at other times when the sunlight level is insufficient to promote plant growth and when the input of solar radiation is judged to be less than the heat lost through the greenhouse covering. It is the purpose of a heat retention system to interpose a thermal blanket between the source of heat in the greenhouse and the roof so as to alter the movement pattern of warm air (convection), to create a greater resistance to heat loss (conduction), to increase infra-red reflection, and to diminish heat loss due to infiltration. The interposition of the fabric cover in conjunction with the sealing mechanisms is intended to create a temperature inversion in the greenhouse so that the warmer air will remain below the cover and the air above the cover will become colder.

CONFIGURATION AND OPERATION:

The system shall be a suspended truss to truss system in which covers shall be stored at each truss in an accordian fold fashion in a plane parallel to and immediately below bottom cord of each truss. When activated to close, the system shall cause the front edges of all covers to move simultaneously toward the truss opposite those at which the covers were stored and close against the sealing mechanism installed on that truss. When completely closed, all covers shall form a fabric ceiling which, in conjunction with the perimeter and intermediate seals, shall serve to hold the warm air below the cover. When activated to open, the system shall cause all covers to return to their stored position.

COVERS:

Covers shall be constructed of material known as T-136 and identified in a letter dated 9/10/81 from David J. Scholl of Archonics as Sample C. This material is constructed of 100% polyester non-ravelling woven fabric which resists ultra-violet deterioration, sun-rot and mildew.

Covers shall be sewn with ROLL-OUT Loop Tape Construction in which Loop-Tape is sewn into the cover in lines to coincide with the placement of the Track suspension in the greenhouse in order to prolong cover life and to facilitate installation of the cover.

Cover Configuration: Covers to be manufactured with the following components assembled to form one unit:

The main body of a size adequate to cover the rectangle formed by the eave walls and the trusses. It is this component which will be suspended from the Loop-Tapes and Track.

The front flap and pocket for the leading edge tubing. When the cover is in place, this flap hangs vertically so as to act with the truss seals to provide tight closure when the cover is fully closed.

The Back Flap: The back flap is an extension of the main body of the cover used to seal the area within the truss line and additionally serves to connect the back edge of one cover to the seal mechanism to which the front edge of the adjoining cover closes.

Each cover has two side flaps which will hang vertically when the cover is in place. In a Heat Retention System these flaps are 6" longer than the depth of the fold of the stacked cover. These flaps are designed as part of the heat seal assembly along both eave walls.

Material shall be required to meet U.B.C. Class III for flame spread. It shall hereby be agreed that U.L. approval may be submitted in lieu of the above. (U.B.C. Class III).

SUSPENSION:

Covers shall be suspended from Tracks installed in parallel lines at approximately 10' intervals between the south and north eave walls and fastened at the east and west gable end walls.

Track: to be an aluminum extrusion 3/4" x 1 1/2" in cross-section designed to carry nylon rollers which will be supplied in sufficient number for the cover to form a 6" deep fold when stored and to present minimum friction when cover is in motion.

Roller: An injection molded assembly consisting of 2 nylon wheels a nylon core a plated axle and a hook to fasten it to the Loop Tape. This assembly supports the cloth and rides in the track.

DRIVE SYSTEM:

A drive shaft of 1 1/4" Schedule #40 galvanized pipe shall be installed to gable end wall posts. This drive shaft shall be supported by heavy duty split babitted pillow blocks with grease fittings. This drive shaft shall be fitted with one #41 roller chain sprocket and several #65 roller chain sprockets. The motor and torque limiter will transmit power thru the #41 roller chain to the drive shaft. The drive shaft in turn will rotate the #65 roller chain sprockets. These sprockets will index (thru a limited distance of 10') a continuous loop drive system, comprised of 10' of #65 chain and enough cable to form a loop down the length of the house around a return pulley and back to attach to the other end of the chain. Turning the drive shaft then turns all the #65 sprockets which turns all the cable/chain drive lines simultaneously. The bottom drive line of the closed loop drives the covers. This drive line is to be supported by and attached to the leading edge of each cover. The top return line is to be supported by means of nylon idlers located on 20' intervals at a convenient truss location. When the system is activated the chain being indexed over the sprockets creates a positive acting drive line so that the leading edge of the cover moves uniformly across the house.

Drive Unit: Shall consist of a 1/2 H.P. 110V single phase 1750 rpm motor mounted horizontally. The output shaft of this motor will have a slip disc type torque limiter driving a #41 sprocket which by means of a roller-chain loop will turn the drive shaft. The torque overload device will disengage the system mechanically when the adjustable torque setting is exceeded either is a result of the cover encountering an impediment as it travels across the house or if either of the limit switches fail.

Gable End Posts: ROLL-OUT shall provide and install gable end posts at 10' o.c. or as required for curtain system operation.

CONTROLS:

Configuration: The ROLL-OUT controls are housed in a NEMA I hinge cover panel box. Upon opening the box the following are visible.

- A. A switch designed to be manually operated to cause the covers to shade or unshade.
- B. A timer to automatically retract the system at a preset time.
- C. An internal dial on timer B to control the amount of time in seconds that reverse power is available.
- D. A timer to automatically deploy the system at a preset time.
- E. An internal dial on timer D to control the amount of time in seconds that forward power is available.
- F. A pair of timers to control the progressive unshade cycle. G. A switch to activate the snow load detector test circuit.
- H. A signal light which turns on after the snow load detector has been activated.

CONTROLS: (Cont'd.)

- A series of signal lights which confirm power to, and activation of, the above mentioned devices.
- J. A resettable thermal overload fuse.

Safety Features: The greenhouse, the system and the covers are protected by:

- A. Limit switches installed in line with the track support system which positively register the actual position of the moving cloth and determine its maximum movement.
- B. If either limit switch should fail there are 3 backups to prevent damage.
 - The increased torque requirement placed on the system pulling against the posts will cause the torque limiting device to disengage the system, it will slip.
 - The internal timer on the clocks will prevent the application of power for more than 30 seconds after such slipping commences.
 - A thermal overload fuse will cut electrical power to the system if there is a fractional increase in the ampere draw.

Snow Load Detector: The Snow Load Detector is a device installed outside of the greenhouse above one gutter at a height selected by the Owner. This device tests for the presence of an obstacle in the gutter line. If the obstacle is in the gutter line, the system is activated to remove the cover without delay. When the system is activated by the Snow Load Detector, a light on the control panel will glow as an alert that the system has perceived what was interpreted as a build-up of snow in the gutter. The system cannot be activated without reset after the cover is withdrawn by the detector, this light also serves to remind the grower to push the reset button if he wants to close the cover. The Snow Load Detector is an optional feature of a standard ROLL-OUT Heat Retention System.

Progressive Unshade: A standard feature of the ROLL-OUT Controls designed to be used in cold weather when it is anticipated that the cold air above the cover will drop quickly as the cover is withdrawn. When the Progressive Unshade mode is selected, the cover will open in two stages with one intermediate holding period. This permits a slow mixing of the warm air with the cold which creates an additional advantage of dampening the demand placed on the heating system. The distance the cover opens and the holding period are adjustable and controlled by solid state timers located in the Control Box. The Progressive Unshade feature will operate in either the automatic or manual mode.

INTERMEDIATE SEALS:

Intermediate seals are defined as those sealing mechanisms used to close spaces within the perimeter of the greenhouse unit in which a given system is designed to operate. In this instance of three independent houses which are to be covered by independent truss to truss systems operating multiple

INTERMEDIATE SEALS (Cont'd.)

covers, the intermediate seals will be Aluminum extrusions installed along each truss and will serve to close the area within the truss line between the back edge of one cover and the front edge of the adjoining cover.

Aluminum Extrusion: these extrusions will serve 3 functions:

- #1 They will anchor the trailing edge of each section of cloth.
- #2 They will bolt beneath and at right angles to the tracks and will serve as mounting points for the cable support idler brackets where necessary.
- #3 They will provide a ledge over which the leading edge of the cover is drawn and in so doing will cause the front flap to bend over. This combination creates a seal at this point.

INTERMEDIATE RIDGE SEALS:

Intermediate ridge seals are defined as those sealing mechanisms used to close spaces between two independent truss to truss systems which are separated directly under the ridge line of the greenhouse. Systems shall be divided under the ridge to allow independent shading capabilities on the north and south slope. The intermediate ridge seal will be a vinyl tube of fabric which will be extrusion installed between the two independent systems. A blower shall then be attached to the east end of the vinyl tube. 110V 1.5 Amp. current is switched to the blower by means of an auxilliary limit switches mounted in line with the track so that when the system is in its full shade position, these limit switches will be activated so that the tube will inflate and form a tight seal between the side flaps of the two independent systems.

PERIMETER SEALS:

Perimeter seals are defined as those sealing mechanisms used to seal the spaces between the gable wall and the cover and between the eave wall and the cover. In this instance the seal at the gable walls will be accomplished with an Aluminum extrusion. The seals at the eave walls will be a combination of the track used on ROLL-OUT's AIREZ I System and inflatable vinyl tubes.

Aluminum Extrusion: This is used as a seal at the gable walls by mounting the extrusion on the inside of the gable wall.

- a. When the extrusion is thus positioned on the gable wall to which the cover closes, the lip on the extrusion acts to seal against the front flap and the front edge of the cover in the same manner as when the extrusion is used as an intermediate seal.
- b. When the extrusion is positioned on the gable wall at the back of the cover, the back flap of the cover is attached, which then serves to hold the fabric in place.

PERIMETER SEALS: (Cont'd.)

AIREZ I Extrusion: An extrusion of aluminum alloy including these features:

- An internal profile capable of accommodating the same nylon rollers used to support the rest of the system.
- A secondary profile capable of continuously holding twin vinyl tubes in a position adjacent to and parallel with the edge flap already mentioned to exist along the whole eave edge of the main body of cloth.

Vinyl Tubes: These tubes which in a deflated state will hang approximately 6" from a suspension point within the track will, after the system is deployed, be inflated by a 110V 1.5 Amp. 486cfm shaded pole blower attached to the east end of each pair of tubes. When inflated they will contact this edge falp along essentially all of its surface and will in so doing form a seal between it and the track. The track will of course in turn be sealed to the sidewall.

INSTALLATION:

Pre-Construction Conference: Immediately upon receipt of notice to proceed the contractor may and should begin accumulating materials, performing on sight filed measurements and surveys and preparing a sample wall. However, prior to any actual construction work on the sight the contractor shall contact the general contractor. At this time all problems will be taken up and all provisions of the specifications clarified and the procedures required for completion of the work shall be understood thoroughly by all parties. Preparations for this conference shall not be construed as cause for delay in the completion of the work within the time specified unless the contractor shall present evidence at the conference satisfactory to the contracting officer that the construction schedule cannot be met.

Notifications: The contractor shall notify the general contractor when he will start work and when planning to be absent from the project sight more than two work days. Prior to return to the project the contractor shall notify the general contractor.

Installation: Installation shall be performed by a ROLL-OUT Supervisor and two (2) Foremen thoroughly trained in the installation of the ROLL-OUT products herein specified. Track shall be straight and level, installed without kinks or bends which might impede spreading curtains as required. Aluminum extrusions used for intermediate and perimeter heat seals shall be installed straight without kinks or bends. All work shall be done in strict accordance with the manufacturer's recommendations, installation instructions and techniques as demonstrated on the sample wall. (see proposal)

Place of Performance/Delivery: Supplies and materials shall be delivered to and services shall be performed at the following address:

Plant Conservatory Jefferson St. at Calhoun St. Fort Wayne, Indiana 46802

ELECTRICAL:

General: ROLL-OUT shall provide labor, materials, equipment and supervision to complete all electrical interconnect wiring between its equipment in all three houses. All wiring shall meet the specifications set forth in Division 16.

Codes, Ordinances and Permits:

Comply with all codes and ordinances applying to this work, particular attention is directed to the following:

- 1. National electrical codes.
- 2. Local city electrical codes.
- 3. Requirements of the electric utility company.

Bidders shall inform themselves regarding local code requirements. In the event of conflict between these specifications and a governing code or ordinance, the higher standard shall govern.

Basic Materials and Methods:

Scope of Work: Provide all required materials, labor, etc., and install according to methods specified and in keeping with best practice. All systems are to be complete with all required accessories.

Installation of Work: Examine the site and all the drawings before proceeding with the layout and installation of this work. Should discrepancies affecting the work be found, immediately report same to Hagerman, Inc. (general contractor) for instructions. Subsequent changes made necessary by the neglect of the general contractor to discover and report such discrepancies will be made at the expense of the general contractor as directed by ROLL-OUT, Inc.

Control panels, conduits, boxes, etc. shall be located essentially as shown on the drawing but in exact locations as laid out on the job to suit actual conditions. Exposed work shall be arranged as closely as practical to wall or ceiling surface.

All work shall be installed in a neat and workmanlike manner by workman thoroughly qualified in the trade or duties they are to perform. Rough work will be rejected.

Raceways: Conduits shall be galvanized or sherardized EMT with connectors and fittings. Set screw couplings and connectors will not be approved.

Run conduit in practical alignment with building, securely attached to building, properly formed bends, beamed ends and held in boxes with bushings and lock nuts.

Wire and Wiring: Unless otherwise noted or specified, wiring shall be copper, Type TW, 600 volt rating. Conductors #8 and larger shall be stranded.

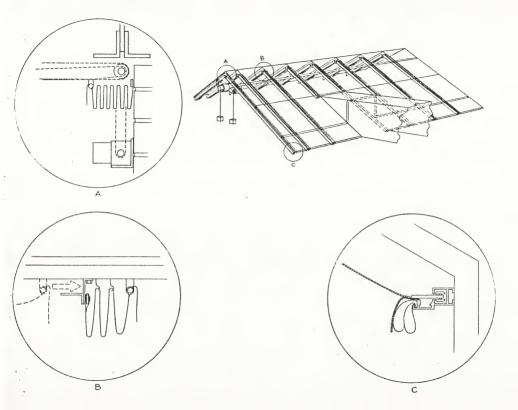
Splices shall be cleaned and soldered and insulated with rubber and friction tape. "Scothchlock" connectors insulated with tape or UL approved connector covers may be used if approved by local authority. Use split bolt connectors insulated with tape for larger conductors.

Grounding: Conduits and neutral wires shall be permanently grounded with approved ground clamps to water pipe or as required by NEC or local regulations.

Disconnect Switches: Fuses shall be bussman "Fusetron" or approved equal.

Electrical Service System - Wiring of Equipment Furnished by ROLL-OUT, Inc.: Provide required electrical connections for equipment furnished and installed by ROLL-OUT, Inc. Information herein is for estimating purposes; wiring shall be as necessary to provide proper operation of equipment. Provide 110 V 20 Amp. service to each of two drive units mounted on gable end wall in each of three greenhouses. Provide 110 V 1.5 Amp. service from one drive unit on the wall to blower in ridge of greenhouse at the gable end of each of three greenhouses.

Provide 10-110 V 3 Amp. control lines from each of six control panels to each of six drive units. Install one infra-red receiver/transmitter on roof at the gable end of each of three greenhouses. Provide 110 V 4 Amp. service and two 110 V 3 Amp. control lines from each of three receivers to each of six control panels. Provide material and labor to install six control panels three infra-red transmitters/receivers.



Revision 9G (-\$5,000)

Specification Section 7A - Waterproofing:

The waterproofing system shall be Pecora H-550 in lieu of the Toch "Thio-deck Membrane CF" specified. Also, omit waterproofing of the two links.

Revision 10G (-\$92,400)

Specification Section 13A1 - Glazing and Supporting Structure for Exhibit Houses:

Provide and install the IBG System of skylight framing and glazing (sample in Architect's office) in lieu of the Bohem system specified.

Revision 11G (\$ No Change)

Showcase 128

15'-O" south of Column Line E, east exterior wall - ADD one 3'-O" x 7'-O" insulated hollow metal door, hollow metal frame, 1-1/2 pair hinges - panic hardware, threshold, weatherstripping. Extend walkway to it (pavers and edgestone), 13'-O" long x 2'-O" wide.

1'-0" north of Column Line E, west exterior wall - ADD one 3'-0" x 7'-0" insulated hollow metal door, hollow metal frame, 1-1/2 pair hinges - panic hardware, threshold, weatherstripping, see Details 14 and 14A on Sheet A2.9.

Link 129

DELETE door 56 and all hardware. Replace with window to match those on either side of it.

DELETE handrail.

DELETE concrete pad and retaining wall.

Tropical 132

15'-0" south of Column Line H, east exterior wall - ADD one 3'-0" x 7'-0" insulated hollow metal door, hollow metal frame, 1-1/2 pair hinges - panic hardware, threshold, weatherstripping. Extend walkway to it (pavers and edgestone) 5'-0" long by 2'-0" wide, see Details 14 and 14A on Sheet A2.9

Revision 11G (\$ No Change) (Cont'd.)

Tropical 132

15'-0" south of Column Line H, west exterior face - ADD one 3'-0" x 7'-0" insulated hollow metal door, hollow metal frame, 1-1/2 pair hinges - panic hardware, threshold, weatherstripping, see Details 14 and 14A on Sheet A2.9. Extend walkway to it (pavers and edgestone), 10'-0" long by 2'-0" wide.

Link 133

DELETE Door 65 and all hardware.

DELETE handrail.

DELETE concrete pad and retaining wall.

Pour wall solid.

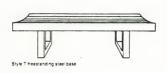
Arid

DELETE concrete stoop at Door 69.

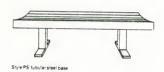
1'-0" south of Column Line J, west exterior face - ADD one 3'-0" x 7'-0" insulated hollow metal door, hollow metal frame, 1-1/2 pair hinges - panic hardware, threshold, weatherstripping, see Details 14 and 14A on Sheet A2.9.

7.3 The Owner retains the right to accept any of the alternates bid or revisions listed herein at any time from commencement of the work until substantial completion of the work, or until such time that the change or alternate would impede the progress of the work. It is the responsibility of the Contractor to notify the Architect at least 30 days before said time.

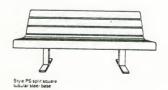












ARCHONICS CORPORATION SK-4

| PROJECT | FORT WAYNE PLANT CONSERVATORY | PROJECT NO. |
|---------|--|-------------|
| | BENCHES | Date 9/9/8/ |
| OWNER | Desire C Basine Day C Washing Dwg C Specia | By D.J.S. |

ARCHITECTS - ENGINEERS - PROGRAMMERS - PLANNERS
FORT WAYNE, INDIANAPOLIS AND TERRE HAUTE, INDIANA

Hagerman Construction Corporation



GENERAL CONTRACTORS

September 24, 1981

Office 510 West Washington Blvd - Phone 219 - 424 - 1470
P. O. Box 10690
FORT WAYNE, INDIANA 46853

Fort Wayne Board of Park Commissioners City/County Building One Main Street Fort Wayne, Indiana 46802

Re: Plant Conservatory Fort Wayne, Indiana

Gentlemen:

This letter will serve as a supplement to our contract with the Board of Park Commissioners for the construction of the Plant Conservatory. Please refer to Paragraph 7.3 at the conclusion of the list of accepted alternates and revisions. Due to the size of the deducts and the necessity to make immediate commitments so the project can begin, the following alternates and revisions would have to be accepted with this contract and the Owner could not retain the right to cancel these and reinstate the original contract requirements or change to another alternate.

The list is as follows:

Alternate G-1 Revisions Numbers 5G, 6G, 7G, 8G and 10G.

Very truly yours,

HAGERMAN CONSTRUCTION CORPORATION

Mark F. Hagerman, President

MFH: sw

| Admn. Ap | | |
|----------|--|--|

DIGEST SHELL

| DIGEST SHELT J. S1-10-07 |
|--|
| TITLE OF ORDINANCE S-81-10-07 |
| DEPARTMENT REQUESTING ORDINANCE Parks and Recreation Department |
| SYNOPSIS OF ORDINANCE An ordinance approving contracts for the construc- |
| tion of the Botanical Conservatory. |
| |
| |
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| |
| |
| |
| |
| FFFEUT OF PASSAGE To provide a structure in the downtown area for the |
| citizens to view a variety of plant life and to enhance the revitalization |
| of downtown. |
| EFFECT OF NON-PASSAGE A major contribution to downtown revitalization and |
| an outstanding facility for this city will be lost. |
| |
| MONEY INVOLVED (Direct Costs, Expenditures, Savings) No tax dollars are |
| heing used for construction. Approximately 5 million dollars has been |
| donated for this project. |
| ASSIGNED TO COMMITTEE (J.N.) |
| ALE SUBMITTED |